



FILED IN THE DISTRICT COURT  
OKLAHOMA COUNTY, OKLA.

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

MAR 15 2012

PATRICIA PRESLEY, COURT CLERK

REX ARDERY,

Plaintiff,

vs.

Case No. CJ-2012-943

OWNER-OPERATOR SERVICES, INC.,  
and, CERTAIN UNDERWRITERS at  
LLOYD'S, LONDON,

Defendants.

**AMENDED PETITION**

**COMES NOW** the Plaintiff, Rex Ardery, and for his cause of action against the Defendants, Owner-Operator Services, Inc. and Certain Underwriters at Lloyd's, London, hereby alleges and states as follows:

1. This Amended Petition is being filed to additionally name Defendant, Certain Underwriters at Lloyd's, London.
2. Plaintiff is a resident of Oklahoma County, State of Oklahoma.
3. The Defendant, Owner-Operator Services, Inc., is an insurance company which does business within Oklahoma County, State of Oklahoma, and it is believed its principle place of business in the State of Missouri.
4. The Defendant, Certain Underwriters at Lloyd's, London.
5. On or about December 26, 2010, Plaintiff suffered a loss of his company vehicle, identified as a 1998 Peter Built 377 Tractor/Trailer, with a Vehicle Identification Number as 1XPCD69X0WD457699. The loss was caused by a terminated employee that failed to return said vehicle and/or an



undetermined thief that stole said property. Said vehicle has not been recovered at this time.

6. At the time that Plaintiff's vehicle was stolen, Plaintiff carried a policy of automobile insurance with Defendants under Policy Number B0595NA04001010CUL12812, which provided certain coverages for stolen/lost damages to Plaintiff's vehicle. Plaintiff properly paid his premiums for this insurance coverage.
7. Plaintiff submitted a claim for his losses to Defendants.
8. On or about January 24, 2011, Defendants denied Plaintiff's claim and refused to pay any amount of his claim losses for his vehicle caused by a prior employee and/or undetermined thief.
9. Defendants have breached the contract of insurance it had with Plaintiff by failing to make a fair and reasonable settlement of this claim, and by failing to pay undisputed losses submitted by Plaintiff.
10. Defendants occupied a fiduciary relationship to Plaintiff as his insurance carrier, and was supposed to protect Plaintiff against losses, but instead failed to consider each and/or all of Plaintiff's losses.
11. Defendants, through their employees, agents and/or representatives, breached its fiduciary relationship with Plaintiff by failing to make a fair and reasonable settlement to compensate Plaintiff for his losses as a result of the aforementioned vehicular loss.
12. Defendants, through their employees, agents and/or representatives, breached its contract of insurance with Plaintiff, by failing to make a fair and reasonable settlement to compensate Plaintiff for the vehicular loss

sustained as a result of a terminated employee that failed to return said vehicle and/or an undetermined thief that stole said property.

13. Defendants have a duty to act fairly and in good faith with its insured, and by failing to fairly compensate Plaintiff for his losses, by denying Plaintiff's claim on an unreasonable and/or improper basis, and by refusing to pay claims submitted for the loss of Plaintiff's vehicle, Defendants have acted in bad faith and violated its duty of good faith and fair dealing to Plaintiff. Defendants have further acted in bad faith by relying upon policy defenses and/or policy provisions which it knows, and/or should know, provide no reasonable basis for denial of coverage in regard to Plaintiff's claims.
14. Defendants acted with a reckless regard to the rights of others, including the rights of Plaintiff, and, as a direct result, Plaintiff requests that punitive damages be entered against Defendants.
15. As a result of Defendants' breach of contract and bad faith actions, Plaintiff is entitled to damages in an amount in excess of Seventy-Five and no/100 Dollars (\$75,000.00).

**WHEREFORE**, all premises considered, the Plaintiff respectfully requests that judgment be granted in his favor and that he be fully and fairly compensated for his losses, and that he be further awarded punitive damages, attorney fees, costs and all other relief which this Court deems appropriate.

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**JURY TRIAL DEMANDED**  
**ATTORNEY LIEN CLAIMED**